

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Civil File No.: 22-CV-00086 JRT/LIB

Becky Berscheid,

Plaintiff,

vs.

Midland Credit Management, Inc.,
TransUnion, LLC, and Experian
Information Solutions, Inc.,

**MIDLAND CREDIT
MANAGEMENT, INC'S
SECOND RULE 68 OFFER OF
JUDGMENT**

Defendants.

TO: PLAINTIFF ABOVE-NAMED AND HER ATTORNEYS, RYAN D. PETERSON,
PETERSON LEGAL, PLLC, 5201 EDEN AVENUE, SUITE 300, EDINA, MN
55436 AND ANTHONY P. CHESTER, KAZEROUNI LAW GROUP, APC, 120
SOUTH SIXTH STREET, SUITE 2050, MINNEAPOLIS, MN 55402.

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Midland Credit Management, Inc. hereby offers to allow judgment to be taken against it in favor of Plaintiff Becky Berscheid as follows:

1. Judgment shall be entered in the amount of Ten Thousand and One and no/100 Dollars (\$10,0001.00) in favor of Plaintiff Becky Berscheid, as against the above-named Defendant Midland Credit Management, Inc. only, to resolve all claims asserted by Plaintiff Becky Berscheid against Defendant Midland Credit Management, Inc. in this action, as well as any claims that could have been raised against Defendant Midland Credit Management, Inc. in this action;

2. In addition, Plaintiff Becky Berscheid's reasonable attorneys' fees and costs in connection with Plaintiff Becky Berscheid's claims against Defendant Midland Credit

Management, Inc. only in the above-referenced suit are to be added to said judgment; said attorneys' fees and costs as are agreed to between the parties, or if they are unable to agree, as determined by the Court upon motion and any responses thereto;

3. The judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims and allegations in this action by Plaintiff Becky Berscheid against Defendant Midland Credit Management, Inc. only and said judgment shall have no effect whatsoever except in settlement of those claims;

4. This Offer of Judgment is made solely for the purposes specified in Rule 68, and is not to be construed either as an admission that Defendant Midland Credit Management, Inc. is liable in this action, or that Plaintiff Becky Berscheid has suffered any damages; all liability is denied; and

5. In accordance with Rule 68, if this Offer of Judgment is not accepted by Plaintiff Becky Berscheid within fourteen (14) days after service of the Offer, the Offer shall be deemed withdrawn.

~SIGNATURE BLOCK FOLLOWS~

Respectfully submitted,

BASSFORD REMELE
A Professional Association

Dated: August 25, 2022

By: /s/ Patrick D. Newman
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Attorneys for Midland Credit Management, Inc.